AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

SIN 132-32 - TERM SOFTWARE LICENSE

FSC/PSC Class 7030 ADP Software

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FSC/PSC Class D302	IT and Telecom – Systems Development Services
FSC/PSC Class D306	IT and Telecom – Systems Analysis Services
FSC/PSC Class D307	IT and Telecom – IT Strategy and Architecture
FSC/PSC Class D308	IT and Telecom – Programming Services
FSC/PSC Class D311	IT and Telecom - Data Conversion Services
FSC/PSC Class D316	IT and Telecom - Telecommunications and Network Management
FSC/PSC Class D317	IT and Telecom – Web-based Subscription

FSC/PSC Class D399 IT and Telecom – Other IT and Telecommunications

- **Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.
- Note 2: Offerors and Agencies are advised that the Group 70 Information Technology Schedule is <u>not</u> to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.
- **Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



DefenseWeb Technologies, Inc.

10188 Telesis Court, Suite 300 San Diego, CA 92121-4779 Tel: 858-272-8505 / 888-449-2717 Fax: 858-272-8565

www.defenseweb.com

Contract Number: GS-35F-0587J

Period Covered by Contract: July 14, 2009 – July 13, 2014

Business Size: Large

Pricelist current through modification #PA-0021 dated October 3, 2013

General Services Administration Federal Supply Service

Services and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at http://www.fss.gsa.gov/

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage![™] on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage![™] and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- [] The Geographic Scope of Contract will be overseas delivery only.
- [X] The Geographic Scope of Contract will be domestic delivery only.

2. Contractor's Ordering Address and Payment Information:

EDI Order Inquiries should be directed to:

DefenseWeb Technologies, Inc.

Attn: Tom Vazakas

10188 Telesis Court, Suite 300

San Diego, CA 92121 Tel: 858-272-8505 Fax: 858-272-1228

Facsimile Orders should be directed to:

DefenseWeb Technologies, Inc.

Attn: Tom Vazakas Tel: 858-272-8505 Fax: 858-272-1228 Mail Orders should be directed to:
DefenseWeb Technologies, Inc.

Attn: Tom Vazakas

10188 Telesis Court, Suite 300

San Diego, CA 92121 Tel: 858-272-8505 Fax: 858-272-1228

Defense Web Technologies, Inc. accepts the credit card for payments equal to or less than the micro-purchase (currently \$3,000) for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.



The following telephone numbers can be used by ordering activities to obtain technical and/or ordering assistance:

 Technical Assistance
 Ordering Assistance

 Tel:
 (858) 272-8505
 Tel:
 (858) 272-8505

 (888) 449-2717
 (888) 449-2717

 Fax:
 (858) 272-1228
 Fax:
 (858) 272-1228

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF SF 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 009177424

Block 30: Type of Contractor – Other than a Small Business

Block 31: Woman-Owned Small Business - No

Block 37: Contractor's Taxpayer Identification Number (TIN): 330916248

Block 40: Veteran Owned Small Business (VOSB): Not applicable

4a. **CAGE Code:** 1D4J7

4b. Contractor has registered with the System for Award Management Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-51	As negotiated
132-32	As negotiated

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: None.
- b. Quantity None.
- c. Dollar Volume **None.**
- d. Government Educational Institutions are offered the same discounts as all other customers.
- e. Other **None.**

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing: None.



- 10. Small Requirements: The minimum dollar value of orders to be issued is \$1000.00 for both SINs.
- 11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)
- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-51 – Information Technology (IT) Professional Services Special Item Number 132-32 – Term Software License

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

- 13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
- 13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.



- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
- **15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.fss.gsa.gov/.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).



For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- 1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- 2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- 3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- 4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - 1) Time of delivery/installation quotations for individual orders;
 - 2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - 3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: None.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or



public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the
Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility
Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant

Yes	\times
No	

As a contractor to government and commercial clients, Defense Web Technologies, Inc. addresses compliance with Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d, as amended, requirements on an individual contract, delivery order, purchase order, or blanket purchase order basis by adhering to the client's desire, formal requirements, or methodology, as transmitted and agreed upon at the time of engagement. The Government's Electronic and Information Technology (EIT) Accessibility Standards can be found at http://www.Section508.gov.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from ______ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.



26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)



TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32)

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS

The Contractor shall provide all Enterprise User License Agreements in an editable format.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (858) 272-8505 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 am to 5:00 pm PST.

5. SOFTWARE MAINTENANCE

a.

Software maintenance as it is defined: (select software maintenance type):
1. Software Maintenance as a Product (SIN 132-32)
Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.
Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service. Software Maintenance as a product is billed at the time of purchase.
2. Software Maintenance as a Service (SIN 132-34)
Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.
Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT

DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.



6. PERIODS OF TERM LICENSES (SIN 132-32)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 100% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 120 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 132-32)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did



not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.



TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under



this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.



"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.



16. DESCRIPTION OF IT SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

See pages 18-27 for IT Professional services descriptions and pricing.



Standard Price List - Xtendable Server SPECIAL ITEM NUMBER 132-32

Standard Price List - Xtendable Server	Price
Xtendable Core	\$50,000.00
- Base Core Modules:	
- User (User management)	
- Login (Login UI functionality)	
- Registration (User registration interface)	
- Project (General website management)	
- Modules (Installed module management)	
- Control Panel (Management-side navigation)	
- Navigation (Navigation configuration)	
- Styles (Skin)	
- Security event log	
- User access log	
- Page Tools (dependency)	
- Hierarchy (dependency)	
- Website statistics	
Xtendable Content and Community Management System	\$25,000.00
- Xtendable core content management system	
- Xtendable search engine	
- Xtendable Page Builder	
- Xtendable content modules	
- News	
- Announcements	
- Photo Gallery	
- Download Center	
- FAQs	
- Weblinks	
- Polls	
- Glossary	
- Press Releases	
- E-Cards	



- Quotes	
- Xtendable community modules	
- Forums	
- Instant messenger	
- Moderated chat	
- Email campaign management / bulk emailer	
- Surveys	
- Feedback	
Xtendable GIS Services	\$10,000.00
- Map module	
- Services locater	
- Density plotter	
Xtendable Analytics	
- Xtendable OLAP framework	
- Datamart manager	
- Report builder	
- Dashboard builder	
Total	\$100,000.00



LABOR CATEGORY DESCRIPTIONS (SPECIAL ITEM NUMBER 132-51)

Subject Matter	Subject Matter Expert	
General Experience	10 years of general experience providing expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary.	
Education	Bachelor's Degree or equivalent. Four years of general experience in single or multiple technical disciplines is considered equivalent to a Bachelor's Degree. With a Master's Degree, 10 years of general experience is required. With a PhD, eight years of general experience is required.	
Functional Responsibility	Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Supervises broad team of systems engineers. Responsible for highly complex technical/engineering areas. May perform other duties, as assigned.	

Senior Program	Senior Program Manager	
General Experience	Eight years of general experience directing the performance of a variety of highly technical projects which may be organized by technology, program or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically include engineering, integration, test, systems analysis, quality assurance, etc.	
Education	Master's degree in computer or information science, information systems, engineering, business, or other related discipline. Bachelor's degree in computer or information science, information systems, engineering, business, or other related discipline and four years additional experience may be substituted for a Master's degree.	
Functional Responsibility	Responsible for the effective management of funds and personnel, and is accountable for the quality and timely delivery of all contractual items. Operates within client guidance, contractual limitations, and Company business and policy directives. Serves as focal point of contact with client regarding program activities. Ensures that all required resources are available for program implementation. Maintains the development and execution of business opportunities based on broad, general guidance. Confers with project manager to provide technical advice and to assist with problem resolution. May perform other duties as assigned.	

Program Manag	Program Manager	
General Experience	Nine years of general experience directing the performance of a variety of related projects, which may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represents more than three functional areas that may include engineering, systems analysis, quality control, administration, etc.	
Education	Bachelor's Degree or equivalent. Four years of general experience is equivalent to a Bachelor's Degree. With a Master's Degree, four years of general experience is acceptable. With a PhD, two year of general experience is required.	
Functional Responsibility	Responsible for the effective management of funds and personnel, and is accountable for the quality and timely delivery of all contractual items. Operates within client guidance, contractual limitations, and Company business and policy directives. Serves as focal point-of-contact with client regarding program activities. Ensures that all required resources including manpower, production standards, computer time, and facilities are available for program implementation. Manages program consisting of multiple projects including project identification, design, development, and delivery. Maintains the development and execution of business opportunities based on broad, general guidance. Confers with project manager to provide technical advice and to assist with problem resolution. Responsible for marketing new technology and follow-on business acquisitions. May perform other duties as assigned.	



Project Manage	r II
General	12 years experience, eight of which must be in project development from inception to deployment, expertise in management and control of funds and resources using complex reporting mechanisms,
Experience	demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity. General experience includes increasing responsibilities in IS design and/or management.
Education	Master's degree in computer or information science, information systems, engineering, business, or other related discipline. Bachelor's degree in computer or information science, information systems, engineering, business, or other related discipline and four years additional experience may be substituted for a Master's degree.
Functional Responsibility	Serves as the contractor's single contract manager, and the contractor's authorized interface with the Government Contracting Officer (CO), the contract level Contracting Officer's Representative (COR), government management personnel, and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules; reviewing work discrepancies; supervising contractor personnel; communicating policies, purposes, and goals of the organization to subordinates; and responsible for the overall contract performance.

Project Manage	Project Manager I	
General Experience	Eight years experience, of which at least five years must be in project development from inception to deployment, expertise in the management and control of funds and resources using complex reporting mechanisms, demonstrated capability in managing multi-task contracts and/or subcontracts of various types and complexity. General experience includes increasing responsibilities in information systems design and/or management.	
Education	Master's degree in computer or information science, information systems, engineering, business, or other related discipline. Bachelor's degree in computer or information science, information systems, engineering, business, or other related discipline and two years additional experience may be substituted for a Master's degree.	
Functional Responsibility	Serves as project manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and assists Senior Project Manager in working with Government Contracting officer (CO), contract-level Contracting Officer's Representative (COR), task order-level COR(s), government management personnel and customer agency representatives. Under guidance of Senior Project Manager, responsible for overall management of the specific task order(s) and insuring that technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.	

Operations Man	Operations Manager	
General Experience	Eight years experience, of which at least five years must be in operations management or lead from inception to deployment. Experience in systems engineering, information technology, communications, video teleconferencing, systems functional analysis or related areas of expertise. Specific experience in functional decomposition of primary system functions and subfunctions to determine actions/tasks required to satisfy client needs. Ability to identify all special knowledge and skills or unique requirements associated with project operations and performance. Specific skills in defining, refining, and integrating functional architectures. Expertise in the management and resources using complex reporting mechanisms, demonstrated capability in managing multi-task operations of various types and complexity. General experience includes increasing responsibilities in systems design and/or management.	
Education	Master's degree in computer or information science, information systems, engineering, business, or other related discipline. Bachelor's degree in computer or information science, information systems, engineering, business, or other related discipline and two years additional experience may be substituted for a Master's degree.	
Functional Responsibility	Serves as operations manager for large, complex task order (or a group of task orders affecting same common/standard/migration system) and assists Project Manager working with Government Contracting officer (CO), contract-level Contracting Officer's Representative (COR), task order-level COR(s), government management personnel and customer agency representatives. Under guidance of Project Manager, insures that task order technical solutions and schedules are implemented in timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.	



Senior Enterpri	Senior Enterprise Consultant	
General Experience	Eight years of general experience as a subject matter expert developing enterprise-wide system management tools and operations. Broad understanding of complex, multi-platform information technology (IT) infrastructure operations, hardware, software, processes and tools. Develops detailed design documents for multiple platform three tiered client server environments. Architect solutions for systems management tools and oversees project implementation.	
Education	Bachelor's Degree or equivalent. Four years of general experience is equivalent to a Bachelor's Degree. With a Master's Degree, four years of general experience is acceptable. With a PhD, two years of general experience is required.	
Functional Responsibility	Design and document enterprise management solutions for complex heterogeneous IT environments. Architect solutions that integrate systems, network and help desk tools into an integrated IT solution. Provide hardware and software tool selection analysis and recommendations. Manages technical teams with diverse areas of specialization to implement multiple software management tools either sequentially or in parallel. Confers with project manager to provide technical advice and to assist with problem resolution. May perform other duties as assigned.	

Enterprise Cons	Enterprise Consultant	
General Experience	Four years of general experience deploying enterprise-wide system management tools. Performs ongoing operation issues and has the capability to manage systems. Has a good understanding of complex, multiplatform information technology (IT) infrastructure operations, processes and tools. Deploy architected solution and ability to solve unanticipated complications in the field.	
Education	Bachelor's Degree or equivalent. Four years of general experience is equivalent to a Bachelor's Degree. With a Master's Degree, two years of general experience is acceptable. With a PhD, no experience is required.	
Functional Responsibility	Deploy and document enterprise management solutions for complex heterogeneous IT environments. Integrate systems, network and help desk tools into an integrated IT solution. Provide hardware and software tool selection analysis and recommendations. Lead technical teams with diverse areas of specialization to implement multiple software management tools either sequentially or in parallel. May perform other duties as assigned.	

Systems Archite	Systems Architect	
General Experience	Seven years of general experience independently performing a variety of system design and engineering tasks which are broad in nature and are concerned with design and implementation of major enterprise systems development and integration, including supporting personnel, hardware, software, and support facilities and/or equipment. Supervises team of Sr. Systems Engineers, Network Engineers, Sr. Network Engineers, and Network Engineers through project completion and is considered a Subject Matter Expert (SME) in one or more specific areas of computer system design and networking.	
Education	Master's Degree or equivalent. A Bachelor's Degree and four years of general experience is equivalent to a Master's Degree or a High School Diploma (or equivalent) and six years of general experience is considered equivalent to a Master's Degree. With a Doctorate, three years of general experience is acceptable.	
Functional Responsibility	Plans and performs systems and networking engineering research, design development, and other assignments in conformance with system and network design, engineering, and customer specifications. Supervises team of Sr. Systems Engineers, Systems Engineers, Sr. Network Engineers, and Network Engineers. Responsible for highly complex technical/engineering projects. Coordinates the activities of Sr. Systems Engineers, Systems Engineers, Sr. Network Engineers, and Network Engineers assigned to specific system and network engineering projects. Is the lead technical authority on the project. May perform other duties, as assigned.	



Senior Systems	Senior Systems Integration Engineer	
General Experience	Six years of general experience acting as a lead in defining and executing integration engineering activities within a project. These activities may consist of concept exploration and assessment, systems integration, systems of systems integration, performance management, technology assessment, testing and validation, and development and staffing of a systems integration plan.	
Education	Bachelor's Degree or equivalent. Six years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, four years of general experience is required. With a PhD, three years of general experience is required.	
Functional Responsibility	Performs concept exploration and assessment, systems integration, systems of systems integration, performance management, technology assessment, testing and validation. Development and staffing of a systems integration management plan. Supports other Engineers and Program Managers, as required. Analyzes and develops technical documentation detailing the integration and system performance. Coordinates the activities of system integration engineers assigned to specific systems integration projects. May perform other duties as assigned.	

Systems Integra	Systems Integration Engineer	
General Experience	Five years of general experience defining and executing integration engineering activities within a project. These activities may consist of concept exploration and assessment, systems integration, systems of systems integration, performance management, technology assessment, testing and validation, and development and staffing of a systems integration plan.	
Education	Bachelor's Degree or equivalent. Five years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, four years of general experience is required. With a PhD, two years of general experience is required.	
Functional Responsibility	Performs concept exploration and assessment, systems integration, systems of systems integration, performance management, technology assessment, testing and validation. Supports a Sr. System Integration Engineer, as required. Analyzes and develops technical documentation detailing the integration and system performance. May perform other duties as assigned.	

Internet / Intra	Internet / Intranet Specialist III	
General Experience	Seven years of general experience performing enterprise-wide set of disciplines for planning, analysis, design, and construction of information systems on an enterprise-wide basis or across a major sector of	
Zaperience	the enterprise. Develops analytical and computational techniques and methodology for problem solutions.	
Education	Bachelor's degree or equivalent and. Four years of general experience is equivalent to a Bachelor's degree. With a Master's degree, two years of general experience is required. With a PhD, one year of general experience is required.	
Functional Responsibility	Establishes system information requirements, using analysis of the information exchange technologies, in the development of enterprise-wide or large-scale information systems. Designs architecture to include the software, hardware, and communications to support total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensures these systems are compatible and in compliance with standards for open systems architectures, the Open Systems Interconnection (OSI), and International Standards Organization (ISO) reference models, and profiles of standard such as: Institute of Electrical and Electronic Engineers (IEEE), Open Systems Environment (OSE) reference model, and across the application program interface (API). Provides daily supervision and direction to staff.	

Internet / Intranet Specialist II	
General Experience	3 years of general experience performing system analysis and design techniques for Internet or Intranet development and distribution to remote sites using various technologies, which may include Hypertext Markup Language (HTML), Hypertext Transfer Protocol (HTTP), Common Gateway Interface (CGI), FrontPage, and Netscape software.
Education	Bachelor's degree or equivalent. Four years of general experience is considered equivalent to a Bachelor's degree. With a Master's degree, one year of general experience is required. With a PhD, no experience is required.



Functional	Develops and applies organization-wide information models for use in designing and building integrated,
Responsibility	shared software, and database management systems. Constructs sound, logical business improvement
	opportunities consistent with corporate Information Management guiding principles, cost savings, and
	open system architecture objectives. Provides daily supervision and direction to junior staff.

Internet / Intranet Specialist I	
General Experience	One year of general experience performing system analysis and design techniques for Internet or Intranet development, which may include Hypertext Markup Language (HTML), Hypertext Transfer Protocol (HTTP), and Common Gateway Interface (CGI).
Education	Bachelor's degree or equivalent. Four years of general experience is considered equivalent to a Bachelor's degree. With a Master's degree, no experience is required.
Functional Responsibility	Analyzes and develops Internet/Intranet application software processing wide range of capabilities, including numerous engineering, business, and network traffic management functions. Works independently or under general direction.

Systems Analyst	Systems Analyst III	
General Experience	Six years experience, eight years of which must be specialized in analysis and design of business applications and complex information programs and/or systems. Demonstrated ability to analyze and formulate plans, directions, and solutions for large-scale information and system problems. General experience includes increasing responsibilities in assignments of a technical nature. Proven ability to work independently or under only general direction on complex application problems involving all phases of systems analysis is required.	
Education	Bachelor's degree in computer science, information systems, engineering, business, or other related discipline.	
Functional Responsibility	Analyzes and studies complex information system requirements. Designs solutions and manages their implementation. Manages information systems development and support using formal specifications, data flow diagrams, and other accepted design techniques. Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinates with the Project and/or Program Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. Provides daily supervision and direction to support staff.	

Systems Analyst	Systems Analyst II	
General Experience	Four years experience, two years of which must be specialized in analysis and design of business applications and complex systems including three years experience in database management concepts. Knowledge of current storage and retrieval methods, one year of information systems analysis experience designing technical applications and demonstrated ability to formulate specifications for use in solving systems problems. General experience includes increasing responsibilities in information systems design and management. Must demonstrate the ability to work independently or under only general direction on requirements that are moderately complex to analyze, plan, program, and implement.	
Education	Bachelor's degree in computer science, information systems, engineering, business, or other related discipline.	
Functional Responsibility	Analyzes and develops information systems possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, workloads, and proposed system modifications. Defines problems and develops requirements and program specifications from which detailed flow charts, programs, and tests can be developed. Coordinates closely with information professionals and programmers to ensure proper implementation of program design and system specifications. Develops, in conjunction with functional users, system alternative solutions.	



Network Engine	Network Engineer	
General Experience	Three years of general experience performing a variety of network engineering tasks which are broad in nature and are concerned with the design and implementation of integrated networks, including personnel, hardware, software and support facilities and/or equipment. Performs with some latitude for unreviewed actions and decisions.	
Education	Bachelor's Degree or equivalent. Four years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, one year of general experience is required. With a PhD, no experience is required.	
Functional Responsibility	Plans and performs network engineering research, design development, and other assignments in conformance with network design, engineering and customer specifications. Responsible for the technical/engineering part of a major project or a project of lesser complexity and importance than those normally assigned to a higher level engineer. Coordinates the activities of Network Technicians assigned to specific network engineering projects. May perform other duties as assigned.	

Quality Assurance Analyst	
General Experience	Two years of general experience establishing and maintaining a process for evaluating systems and associated documentation. Determines the resources required for quality control. Maintains the level of quality throughout the project life cycle.
Education	Bachelor's Degree or equivalent. Four years of general experience is considered equivalent to a Bachelor's Degree. With a Master's Degree, no experience is required.
Functional Responsibility	Conducts formal and informal reviews at pre-determined points throughout the development life cycle. Provides technical and administrative direction for personnel performing systems development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure government standards/requirements are adhered to, and for progress in accordance with schedules. Coordinates with the Project Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives.

Training Specialist	
General Experience	Five years of general experience conducting the research necessary to develop and revise training courses.
Education	Bachelor's Degree or equivalent. Four years of general experience is considered equivalent to a Bachelor's Degree. With a Master's degree no experience is required.
Functional Responsibility	Develops and revises these courses and prepares appropriate training catalogs. Prepares instructor materials (course outline, background material, and training aids). Prepares student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops and seminars.

Help Desk Mana	Help Desk Manager	
General	Three years of general experience managing help desk functions and personnel.	
Experience		
Education	Bachelor's Degree or equivalent. Four years of general experience is considered equivalent to a Bachelor's Degree. With a Master's degree four years of general experience is required. With a PhD, two year of general experience is required.	
Functional Responsibility	Provides daily supervision and direction to staff who are responsible for phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed or deployed under this contract. The personnel serve as the first point-of-contact for troubleshooting hardware/software, PC, and printer problems.	



Help Desk Specialist	
General Experience	One year experience serving as the initial point-of-contact for troubleshooting hardware/software, PC, and printer problems.
Education	Bachelor's Degree or equivalent. Four years of general experience is considered equivalent to a Bachelor's Degree.
Functional Responsibility	Provides phone and in-person support to users in the areas of e-mail, directories, standard Windows desktop applications, and applications developed under this contract or predecessors.

Instructional Tr	Instructional Training Designer	
General Experience	Three years of progressive experience in computer based training development, curricula development, instruction, analysis, and use of instructional tools is required.	
Education	Bachelor's degree in education, information systems, or related disciplines.	
Functional Responsibility	The Training Designer will define curricula requirements, develop courses of instruction, define learning objectives, and conduct training for topics ranging from individual software modules to complex systems in multiple operating environments. The use and development of authoring tools, computer based training modules, embedded training, analysis tools, and integration with existing capabilities will be undertaken as tasks. This individual will normally be assigned to large scale complex training issues and new concept development efforts.	

Content Acquis	ition Specialist
General Experience	Five years experience in a relevant discipline or area of expertise. Possible areas of expertise include but are not limited to information technology, information analysis, system safety, Human Factors, Reliability and Maintainability (R&M), Contracting, Video Teleconferencing, Quality Assurance, Communications, Acquisition Management, Financial Analysis, Budgeting and Performance Measurement or Logistics. Working knowledge and/or familiarity with pertinent Military and Federal Government Standards and
Education	international program development/translation/ contracting. General experience includes increasing responsibilities in content management, customer liaison responsibilities, and team leader responsibilities. Bachelor's degree in computer science, information systems, business, communications, or other related discipline relevant to the project work performed. Master's degree preferred.
Functional Responsibility	Establishes and maintain a process for collecting and implementing content. Develops content recommendations. Acts as liaison between government program managers and contractor. Determines the resources required for quality control. Maintains the level of content quality and relevancy throughout the software life cycle. Provides daily supervision and direction to support staff.

Technical Write	Technical Writer / Editor	
General Experience	Three years experience, one year of which must include demonstrated experience in editing and preparing technical and user support documentation, including researching for applicable government and industry documentation standards. Demonstrated ability to work independently or under general direction.	
Education	Bachelors Degree in English, literature, or other related discipline.	
Functional Responsibility	Assists in collecting and organizing information required for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents.	

Interactive Media Developer	
General Experience	Three years experience in graphics arts design including use of graphics and multimedia presentation software applications. Understanding of a graphics presentation development and delivery techniques including audio and visual technologies. Knowledge of interactivity tools and technologies, contemporary
	graphic design, multimedia and web development applications. Demonstrated ability to work independently or under general direction.
Education	Bachelor's degree in computer science, graphics design or equivalent, including computerized graphical design applications and multimedia capabilities. High School degree plus formal training in graphics arts,



	graphics software applications, and multimedia presentation technologies may be substituted for the Bachelor's degree.
Functional Responsibility	Develops multimedia elements of Internet applications and web interfaces. Develops graphics based presentations. Maintains graphics resources, databases, and libraries. Responsible for multimedia support on on-going project tasks.

Principal Software Engineer	
General	6+ years OR 8+ years
Experience	
Education	Masters degree OR BS or equivalent, two years of general experience is equivalent to a Bachelor's
	Degree
Functional	Design, develop, and document enterprise management solutions for complex IT environments.
Responsibility	Architects and develops solutions that integrate systems, network and help desk tools into an integrated
	IT solution. Provide hardware and software tool selection analysis and recommendations. Manages
	technical teams with diverse areas of specialization to implement multiple software management tools
	either sequentially or in parallel. Confers with project manager to provide technical advice and to assist
	with problem resolution. May perform other duties as assigned.

Senior Software Engineer	
General	4+ yrs
Experience	
Education	BS or equivalent, two years of general experience is equivalent to a Bachelor's Degree
Functional Responsibility	Demonstrated experience and ability to lead or direct a team of engineers in developing and maintaining operating systems, applications software, database packages, utility programs and other highly complex system software requirements. Ability to configure, modify, and create special purpose software and ensure systems efficiency and integrity. Ability to analyze systems requirements and design specifications. Ability to develop block diagrams and logic flow charts. Ability to translate detailed systems designs into executable software. Ability to configure, test, debug, and refine software to produce the required product. Ability to prepare required documentation, including diagrams, flow charts and software program documentation. May perform other duties as assigned.

Software Engineer II		
General	2+ years	
Experience		
Education	BS or equivalent, two years of general experience is equivalent to a Bachelor's Degree	
Functional	Demonstrated experience and ability to configure, develop, and/or maintain operating systems,	
Responsibility	applications software, database packages, and utility programs with minimal oversight. Ability to modify and create special purpose software and ensure systems efficiency and integrity. Ability to translate detailed design into computer software. Ability to configure, test, debug, and refine the computer software to produce the required product. Ability to prepare required documentation, including diagrams, flow charts and software program documentation. Provides technical direction to less experienced programmers. May perform other duties as assigned.	

Software Engineer I		
General	0+ years	
Experience		
Education	BS or equivalent, two years of general experience is equivalent to a Bachelor's Degree	
Functional	Ability to conduct analysis development and/or maintenance of software in a supervised setting. Ability	
Responsibility	to modify and create systems software and ensure systems efficiency and integrity. Ability to translate	
	detailed design into executable software. Ability to configure, test, debug, and refine the software to	
	produce the required product. Ability to prepare required documentation, including diagrams, flow	



charts, and software program documentation. May perform other duties as assigned.



GSA Approved IT 70 Labor Rates SPECIAL ITEM NUMBER 132-51

Labor Category	03/09/11 – 12/13/11	12/14/11 – 12/13/12	12/14/12 – 12/13/13	12/14/13 – 12/13/14
Subject Matter Expert	\$188.55	\$194.21	\$200.03	\$206.03
Sr. Program Manager	\$173.23	\$178.42	\$183.77	\$189.28
Program Manager	\$134.02	\$138.04	\$142.19	\$146.46
Project Manager II	\$127.48	\$131.31	\$135.25	\$139.31
Project Manager I	\$116.46	\$119.95	\$123.55	\$127.25
Operations Manager	\$92.61	\$95.38	\$98.24	\$101.19
Sr. Enterprise Consultant	\$162.89	\$167.78	\$172.81	\$177.99
Enterprise Consultant	\$130.31	\$134.21	\$138.24	\$142.39
Systems Architect	\$119.24	\$122.82	\$126.51	\$130.31
Sr. Systems Integration Engineer	\$169.16	\$174.23	\$179.46	\$184.84
Systems Integration Engineer	\$142.34	\$146.61	\$151.00	\$155.53
Internet/Intranet Specialist III	\$118.89	\$122.46	\$126.13	\$129.91
Internet/Intranet Specialist II	\$96.15	\$99.04	\$102.01	\$105.07
Internet/Intranet Specialist I	\$71.92	\$74.07	\$76.30	\$78.58
Systems Analyst III	\$100.28	\$103.29	\$106.39	\$109.58
Systems Analyst II	\$82.51	\$84.99	\$87.54	\$90.17
Network Engineer	\$87.05	\$89.66	\$92.35	\$95.12
Quality Assurance Analyst	\$63.30	\$65.20	\$67.15	\$69.17
Training Specialist	\$75.81	\$78.08	\$80.42	\$82.84
Help Desk Manager	\$102.32	\$105.39	\$108.55	\$111.81
Help Desk Specialist	\$76.08	\$78.36	\$80.72	\$83.14
Instructional Training Designer	\$83.62	\$86.13	\$88.71	\$91.38
Content Acquisition Specialist	\$71.87	\$74.03	\$76.25	\$78.54
Technical Writer/Editor	\$61.51	\$63.36	\$65.26	\$67.21
Interactive Media Developer	\$64.86	\$66.81	\$68.81	\$70.88
Principal Software Engineer	\$173.54	\$178.75	\$184.11	\$189.63
Sr. Software Engineer	\$142.42	\$146.69	\$151.09	\$155.62
Software Engineer II	\$115.17	\$118.63	\$122.19	\$125.85
Software Engineer I	\$94.94	\$97.79	\$100.72	\$103.75



USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

<u>Defense Web Technologies, Inc.</u> provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

DefenseWeb Technologies, Inc.

Attn: Reggie Hancock

10188 Telesis Court, Suite 300 San Diego, CA 92121

Tel: 858-272-8505 Fax: 858-272-1228



BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

In the spirit of the Federal Acquisition Streamlining Act (<u>ordering activity</u>) and <u>DefenseWeb Technologies, Inc.</u> enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract <u>GS-35F-0587.J.</u>

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures			
Ordering Activity	Date	Contractor	Date



$RD\Lambda$	NUMBER	
DPA	NUMBER	

(CUSTOMER NAME) **BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number <u>GS-35F-0587J</u>, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) terms		ollowing contract items can be ordered unditions of the contract, except as noted bel	der this BPA. All orders placed against this BPA are subject to the low:		
	MOD	DEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE		
(2)	Deliv	ery:			
	-	FINATION	DELIVERY SCHEDULES / DATES		
(3)		ordaring activity actimates, but does not a	parantee, that the volume of purchases through this agreement will be		
(3)			drantee, that the volume of purchases through this agreement will be		
(4)	This l	BPA does not obligate any funds.			
(5)	This I	is BPA expires on or at the end of the contract period, whichever is earlier.			
(6)	The fo	following office(s) is hereby authorized to	place orders under this BPA:		
			POINT OF CONTACT		
(7)		rs will be placed against this BPA via Elec	etronic Data Interchange (EDI), FAX, or paper.		
(8) must o		ss otherwise agreed to, all deliveries under the following information as a minimum:	this BPA must be accompanied by delivery tickets or sales slips that		
	(a)	Name of Contractor;			
	(b)	Contract Number;			
	(c)	BPA Number;			
	(d)	Model Number or National Stock Nur	mber (NSN);		
	(e)	Purchase Order Number;			
	(f)	Date of Purchase;			
	(g) incom		f Each Item (unit prices and extensions need not be shown when s; provided, that the invoice is itemized to show the information); and		
	(h)	Date of Shipment.			

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

